

BellSouth Telecommunications, Inc. Suite 2104 333 Commerce Street Nashville, TN 37201-3300

Charles L. Howorth, Jr. Regulatory Vice President

615 214-6520 Fax 615 214-8858

7 1 33

TN REGULATORY AUTHORITY
DOCKET ROOM

November 8, 2002

Chairman Sara Kyle Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee

RE: Customer Notice Letter, TRA No. 00-00702

Paul Sturson/for

Dear Chairman Kyle:

This is in response to the Initial Order of the Hearing Officer in TRA Docket No. 00-00702, issued September 13, 2002, and action taken by the Authority during the Directors' Conference on November 4, 2002.

In compliance with that Initial Order, BellSouth is submitting copies of the customer notice letters that have been sent to all customers with special contracts which were addressed during the Authority's November 4, 2002 Conference.

Copies are also being provided to the counsel of record in this proceeding. Please contact Paul Stinson at 214-3839 if there are any questions.

Attachments



BellSouth Telecommunications, Inc. Suite 2106 333 Commerce Street

Nashville, Tennessee 37201-3300

Tel 615 214-3839 Fax 615 214-8867

paul.stinson@bellsouth.com

Paul Stinson, P.E. Manager Regulatory

November 8, 2002

Building Plastics, Inc. 3263 Sharpe Ave. Memphis, TN 38111

Re: Contract Service Arrangement No. TN02-K960-00

TRA No. 02-01135

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K960-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
- 2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
- 3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

Building Plastics, Inc. 02-01135 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will <u>not</u> affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stimon



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Paul Stinson, P.E. Manager Regulatory

November 8, 2002

Armstrong Allen 80 Moore Ave Ste 700 Memphis, TN 38103

Re: Contract Service Arrangement No. TN02-B775-00

TRA No. 02-01136

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-B775-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

Armstrong Allen 02-01136 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will <u>not</u> affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stimon



Tel 615 214-3839 Fax 615 214-8867 Paul Stinson, P.E. Manager Regulatory

333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Belk 2801 W Tyvola Rd Charlotte, TN 28217

Re: Contract Service Arrangement No. TN02-E759-03

TRA No. 02-01137

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-E759-03 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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 - A. continue the agreement under the changes ordered by the TRA; or
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Belk 02-01137 Page 2

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Paul Stinson, P.E. Manager Regulatory

November 8, 2002

Business Wire of Nashville 100 Westwood Place Ste 320 Brentwood, TN 37027

Re: Contract Service Arrangement No. TN02-L012-00

TRA No. 02-01138

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-L012-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Business Wire of Nashville 02-01138 Page 2

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Paul Stinson, P.E. Manager Regulatory

November 8, 2002

Cardiovascular Surgery Center 6029 Walnut Grove Rd Memphis, TN 38128

Re: Contract Service Arrangement No. TN02-J159-00

TRA No. 02-01139

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J159-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Cardiovascular Surgery Center 02-01139 Page 2

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November 8, 2002

Ferguson-Memphis 1740 Cherokee Blvd Memphis, TN 38111

Re: Contract Service Arrangement No. TN02-K183-00

TRA No. 02-01140

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K183-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Ferguson-Memphis 02-01140 Page 2

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November 8, 2002

Rollins,Inc. 2170 Piedmont Rd Atlanta, GA 30324

Re: Contract Service Arrangement No. GA02-J237-10

TRA No. 02-01141

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-J237-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Rollins,Inc. 02-01141 Page 2

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Nashville, Tennessee 37201-3300

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November 8, 2002

Inflow, Inc. 550 E 84th Ave. Thorton, CO 80229

Re: Contract Service Arrangement No. TN02-J375-00

TRA No. 02-01142

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J375-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Inflow, Inc. 02-01142 Page 2

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paul.stinson@bellsouth.com

November 8, 2002

Knoxville Door & Milwork 3015 E Governor John Sevier Hwy Knoxville, TN 37901

Re: Contract Service Arrangement No. TN02-D960-00

TRA No. 02-01143

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-D960-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Knoxville Door & Milwork 02-01143 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will <u>not</u> affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Sears 3333 Beverly Road A4-105B Hoffman Estates, IL 60179

Re: Contract Service Arrangement No. GA01-C214-10

TRA No. 02-01144

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-C214-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
- 2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;

3. If the CSA is modified or changed, you will be notified of these changes and have the option to either

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Sears 02-01144 Page 2

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Paul Stimon



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Nashville, Tennessee 37201-3300

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paul.stinson@bellsouth.com

Paul Stinson, P.E. Manager Regulatory

November 8, 2002

CIGNA Communications Services ATTN: Manager, Vendor Contracts 401 White Horse Road, Suite 1 Mail Stop CPC23 Voorhees, NJ 08043

Re: Contract Service Arrangement No. GA02-0277-10

TRA No. 02-01145

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-0277-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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CIGNA Communications Services 02-01145 Page 2

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333 Commerce Street Nashville, Tennessee 37201-3300

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November 8, 2002

CIGNA Systems Contracts ATTN Systems Contracts Two Liberty Place/TL29A 1601 Chestnut Street Philadelphia, PA 19192

Re: Contract Service Arrangement No. GA02-0277-10

TRA No. 02-01145

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-0277-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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CIGNA Systems Contracts 02-01145 Page 2

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Paul Stinson, P.E. Manager Regulatory

333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Newman National 2315 Sycamore Dr. Knoxville, TN 37921

Re: Contract Service Arrangement No. TN02-J225-00

TRA No. 02-01146

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J225-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Newman National 02-01146 Page 2

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Paul Stinson, P.E. Manager Regulatory

333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Transus Intermodal LLC 81 Trimble Street Nashville, TN 37210

Re: Contract Service Arrangement No. TN02-9723-00

TRA No. 02-01147

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-9723-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Transus Intermodal LLC 02-01147 Page 2

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Paul Stimon



Tel 615 214-3839 Fax 615 214-8867

Paul Stinson, P.E. Manager Regulatory

333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Washington Mutual Finance 8900 Grand Oak Cir Tampa, FL 33637

Re: Contract Service Arrangement No. FL00-4415-00

TRA No. 02-01148

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. FL00-4415-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
- 2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
- 3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

Washington Mutual Finance 02-01148 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson, P.E. Manager Regulatory

November 8, 2002

Aaron's Rental Purchase Attn: Lee Landers, CIO 1015 Cobb Place Blvd Kennesaw, GA 30144

Re: Contract Service Arrangement No. GA99-8182-00

TRA No. 02-01149

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA99-8182-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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- 2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
- 3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

Aaron's Rental Purchase 02-01149 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stimon



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Fax 615 214-8867

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Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Union Planters Bank 7130 Goodlett Farms Pkwy Memphis, TN 38108

Contract Service Arrangement No. TN02-3779-10 Re:

TRA No. 02-01150

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-3779-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
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- 3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

Union Planters Bank 02-01150 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Federated Systems Group, Inc. % VVSI P.O. Box 2901152 Temple Terrace, FL 33687

Re: Contract Service Arrangement No. TN02-D097-03 TRA No. 02-01151

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-D097-03 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
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- 3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

Federated Systems Group, Inc. 02-01151 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

The Fresh Market, Inc. 802 Green Valley Rd Ste 306 Greensboro, NC 24707

Re: Contract Service Arrangement No. TN02-C925-00

TRA No. 02-01152

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-C925-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

The Fresh Market, Inc. 02-01152 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Pacel Stimon



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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Comcast Cable Communications, Inc. 2030 Polymer Dr. Chattanooga, TN 37421

Re: Contract Service Arrangement No. TN02-G298-00

TRA No. 02-01153

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-G298-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

Comcast Cable Communications, Inc. 02-01153 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will <u>not</u> affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Fort Campbell Federal Credit Union 5664 Wickham Ave Ft. Campbell, KY 42223

Re: Contract Service Arrangement No. TN02-J501-00

TRA No. 02-01162

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J501-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Fort Campbell Federal Credit Union 02-01162 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will <u>not</u> affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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paul.stinson@bellsouth.com

November 8, 2002

Prime Hospitality Corporation 700 Rt 46 East Fairfield, NJ 07004

Re: Contract Service Arrangement No. GA02-0206-10

TRA No. 02-01163

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-0206-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Prime Hospitality Corporation 02-01163 Page 2

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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

NYT Management Services 2202 N West Shore Blvd., Ste 370 Tampa, FL 33607

Re: Contract Service Arrangement No. GA02-G895-10

TRA No. 02-01164

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-G895-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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NYT Management Services 02-01164 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Genuine Parts Company 2999 Circle 75 Pkwy Atlanta, GA 30339

Re: Contract Service Arrangement No. GA99-7487-00

TRA No. 02-01165

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA99-7487-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Genuine Parts Company 02-01165 Page 2

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Paul Stimon



Nashville, Tennessee 37201-3300

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paul.stinson@bellsouth.com

Paul Stinson, P.E. Manager Regulatory

November 8, 2002

Extended Stay America 450 East Las Olas, Suite 1100 Ft. Lauderdale, FL 33301

Re: Contract Service Arrangement No. SE98-3082-00

TRA No. 02-01172

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. SE98-3082-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Extended Stay America 02-01172 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

AgFirst Farm Credit Bank, Inc. 1401 Hampton Street Columbia, SC 29202

Re: Contract Service Arrangement No. TN97-7370-04

TRA No. 02-01173

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN97-7370-04 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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AgFirst Farm Credit Bank, Inc. 02-01173 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson, P.E. Manager Regulatory

Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

Dunlap & Kyle (amendment) 280 Eureka Street Batesville, MS 39606

Re: Contract Service Arrangement No. MS99-8570-00

TRA No. 02-01174

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. MS99-8570-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Dunlap & Kyle (amendment) 02-01174 Page 2

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paul.stinson@bellsouth.com

November 8, 2002

State of Tennessee 312 8th Ave. N. Nashville, TN 37243

Re: Contract Service Arrangement No. TN00-8125-00

TRA No. 02-01175

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN00-8125-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
- 2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;

3. If the CSA is modified or changed, you will be notified of these changes and have the option to either

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- B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

State of Tennessee 02-01175 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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333 Commerce Street Nashville, Tennessee 37201-3300

paul.stinson@bellsouth.com

November 8, 2002

General Parts, Inc. 2635 E. Milbrook Rd Raleigh, NC 26006

Re: Contract Service Arrangement No. NC01-D010-10

TRA No. 02-01176

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. NC01-D010-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
- 2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
- 3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

General Parts, Inc. 02-01176 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stimon



BellSouth Telecommunications, Inc. Suite 2106 333 Commerce Street

Nashville, Tennessee 37201-3300

Tel 615 214-3839 Fax 615 214-8867

paul.stinson@bellsouth.com

Paul Stinson, P.E. Manager Regulatory

November 8, 2002

Colonial Bank 2000 Interstate Park Dr. Montgomery, AL 36109

Re: Contract Service Arrangement No. AL00-0389-00

TRA No. 02-01177

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. AL00-0389-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

- 1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
- 2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
- 3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

Colonial Bank 02-01177 Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will <u>not</u> affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Pacel Stimon